

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SANJAY CHAKRAVARTY, et al.,

Plaintiffs,

v.

ERIC PETERSON, et al.,

Defendants.

CASE NO. C20-1576 MJP

ORDER GRANTING DEFENDANT  
SKAGIT COUNTY'S MOTION  
FOR PARTIAL SUMMARY  
JUDGMENT

This matter comes before the Court on Defendant Skagit County's Motion for Partial Summary Judgment on Plaintiff Txley Inc.'s Breach of Contract Claim. (Dkt. No. 37.) Having reviewed the Motion, Txley's Opposition (Dkt. No. 40), the Reply (Dkt. No. 41), and all supporting materials, the Court GRANTS the Motion.

**BACKGROUND**

Txley is a facilities supply company that sells cleaning supplies to various entities, including Skagit County. (Second Amended Complaint ¶ 12.) In 2019, Txley and Skagit County entered into a purchasing contract for cleaning supplies. (Id. ¶ 43.) Skagit County extended the

1 contract an additional year after an unsuccessful attempt to go to bid. (Id. ¶ 45, 50-52.) Txley  
2 alleges Skagit County began “splitting the contract” and ordering certain janitorial products from  
3 its competitor, Bay City Supply. (Id. ¶¶ 43, 76.) Txley claims \$3,924.39 in lost profits “which is  
4 calculated as the marginal value of sales of products valued at \$9,810.99 to Bay City Supply.”  
5 (Id. ¶ 77.)

6 Skagit County challenges these allegations. The County has provided a copy of the 2019  
7 contract between the County and Txley, which was extended in 2020. (Exs. A and D to the  
8 Declaration of Kenneth Hansen (Dkt. No. 37-1); Hansen Decl. ¶ 5, 11.) The contract and  
9 extension contain no provisions requiring the County to purchase cleaning supplies exclusively  
10 from Txley. (Id.; see Hansen Decl. ¶ 12.) The County’s Director of Facilities Management also  
11 avers that as a result of the COVID-19 pandemic, it sought products from multiple vendors,  
12 including Txley, for COVID-19-related cleaning supplies. (Hansen Decl. ¶ 13.) The County did  
13 purchase some COVID-19-related cleaning supplies from Bay City Supply in 2020. (Hansen  
14 Decl. ¶¶ 14-23.) According to Hansen, “[t]he vast majority of these purchases [from Bay City  
15 Supply] were for COVID related purchases which Txley had been given the opportunity but  
16 were unable to provide.” (Id. ¶ 14.) The purchases from Bay City Supply were either products  
17 not covered by the contract with Txley, products that Txley could not supply, or products that  
18 were difficult to obtain at the start of the pandemic. (Id. ¶¶ 15-23.) And notwithstanding the  
19 purchases from Bay City Supply, the County continued to purchase cleaning supplies from Txley  
20 from 2019 through 2021, totaling \$87,934. (Id. ¶ 24.)

## ANALYSIS

### A. Legal Standard

Summary judgment is proper “if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(c). In determining whether an issue of fact exists, the Court must view all evidence in the light most favorable to the nonmoving party and draw all reasonable inferences in that party’s favor. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-50 (1986). A genuine issue of material fact exists where there is sufficient evidence for a reasonable factfinder to find for the nonmoving party. Id. at 248. The moving party bears the initial burden of showing that there is no evidence which supports an element essential to the nonmovant’s claim. Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). Once the movant has met this burden, the nonmoving party then must show that there is a genuine issue for trial. Anderson, 477 U.S. at 250. If the nonmoving party fails to establish the existence of a genuine issue of material fact, “the moving party is entitled to judgment as a matter of law.” Celotex, 477 U.S. at 323-24.

### B. Breach of Contract

Skagit County has tested Txley’s breach of contract claim and Txley falls far short of meeting its burden to show a genuine issue for trial.

“A breach of contract is actionable only if the contract imposes a duty, the duty is breached, and the breach proximately causes damage to the claimant.” Nw. Indep. Forest Mfrs. v. Dep’t of Lab. & Indus., 78 Wn. App. 707, 712 (1995).

Txley fails to offer any evidence that Skagit County breached any term of the contract. The Second Amended Complaint points to no specific contractual provision that was allegedly

1 breached. Txley's opposition similarly cites to no specific provisions or explanation of how  
2 Skagit County breached any specific duty owed to Txley. The opposition is entirely unsupported  
3 by any competent evidence—there are no declarations or exhibits submitted with or cited to in  
4 the opposition. Counsel appears to have put pictures of invoices into the briefing, but without  
5 any supporting declaration attesting to their accuracy, they are not evidence. Even if they were,  
6 they do not identify any contractual provision that was breached. As the County has  
7 demonstrated, there are no provisions in the contract or its extension preventing the County from  
8 purchasing cleaning supplies from Bay City Supply or any other entity. As such, those purchases  
9 did not breach the contract or extension. Having failed to identify any provision that has been  
10 breached, Txley has not provided sufficient evidence to sustain its breach of contract claim or  
11 oppose summary judgment. The Court therefore GRANTS the Motion for Partial Summary  
12 Judgment as to this claim.

### 13 CONCLUSION

14 When challenged, Txley has failed to provide any evidence to support its breach of  
15 contract claim against Skagit County. The Court therefore GRANTS Skagit County's Motion for  
16 Partial Summary Judgment as to the breach of contract claim, which terminates Skagit County as  
17 a defendant in this matter.

18 The clerk is ordered to provide copies of this order to all counsel.

19 Dated July 30, 2021.

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21 Marsha J. Pechman  
22 United States Senior District Judge  
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